MARCH 31, 2003

CONTRACT PERIOD THROUGH MARCH 31, 2002

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for LAW ENFORCEMENT SUPPLIES

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 8, 2001.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director Materials Management

LH JH/ag-mm

Attach

Copy to: Clerk of the Board

Jack Delaney, Ken Hickel, Sheriff's Department

Stephen Krausnick, SHERIFF'S

Monica Mendoza, Materials Management

(Please remove Serial 00166-X from your contract notebooks)

LAW ENFORCEMENT SUPPLIES

1.0 INTENT:

The intent of this Invitation for Solicitation is to establish a contract for law enforcement supplies specifically listed herein. Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

2.0 TECHNICAL SPECIFICATIONS:

2.1 ITEM

- 2.1.1 Intoxilyzer evidence cards #1050-12 for **0105054**Intoxilyzer 5,000 series w/the Arizona package
- 2.1.2 Intoxilyzer mouth piece lg disposable **0105512** CMI, 015007
- 2.1.3 Intoxilyzer printer card for 4011 CMI, **0105513** 015008
- 2.1.4 Intoximeter mouth piece for Alco-Sensor III 0104094
- 2.1.5 Mini Alco cans and valves for Alco-Sensor III
- $2.1.6\,Mouthpiece for Alco-Sensor\,4\,\textbf{0110278}$
- 2.1.7 Mouth piece, Intoxilyzer 300 CMI #15057 250 / BAG **0110371**
- 2.1.8 Mouth piece, Intoxilyzer S-D2 CMI #015030 250 / BAG **0110372**
- 2.1.9 Patch, cleaning shotgun 16-12 gauge, 50/pkg **0103603**
- 2.1.10 Patch, cleaning 38 cal pistol, 75/pkg **0103604**
- 2.1.11 Patch for .30 Caliber 2"x2", #125 **0110233**
- 2.1.12 Patch for .22 Caliber #92317 **0110009**
- 2.1.13 Brush for .30 Caliber #91980 or #41980 **0110234**
- 2.1.14 Brush, cleaning .22, 221, 223, 224 **0107739** cal rifle Outers #384-22
- 2.1.15 Brush, cleaning 12 gauge shotgun, **0103598** bronze
- 2.1.16 Brush, cleaning 38 cal pistol, **0103599** bronze
- 2.1.17 Brush, cleaning 45 cal pistol **0103597** #30-4310 bronze

2.1.18	Weapon lubricant/metal treatment 4oz. 0103669 Break Free CLP
2.1.19	Weapon cleaner/degreaser 18oz (aerosol) Salvent 16 oz. Shooters Choice 0110235 Venco (Shooter's Choice) #DG218
2.1.20	Oil, Gun 3oz. Can Hoppes (or Equal) 0108004
2.1.21	Gun scrubber - Birchwood, Casey 0103600 16 oz. GSA16
2.1.22	Bore cleaner and conditioner 4oz. 0108975 Hoppes #9
2.1.23	Bore cleaner and conditioner 8oz. 0110236 Sweets Solvent
2.1.24	Rod cleaning, pistol .45 cal 0110006
2.1.25	Rod cleaning, .223 rifle 0110007
2.1.26	Rod cleaning, .38 cal pistol #BP604 0103606
2.1.27	Rod cleaning, 12 gauge shotgun, 0103605 #BP 608
2.1.28	Pad finger print holder Sirchie 0103495 FPT-268
2.1.29	Pad fingerprint refills Porelon 0103496 Sirchie FPT-268A
2.1.30	Finger print slicks "Retabs" 0103339 LE-42 Identicator 500/pkg
2.1.31	Fingerprint ink #231 T Sirchie 0103477 4 oz. tube
2.1.32	Roller Fingerprint by Sirchie 0103568
2.1.33	Pepper Spray 4oz. Bodyguard 5% cop top 0110188
2.1.34	Pepper Foam 3oz. LE-10 Bodyguard 10% side safety 0110309
2.1.35	Pepper Foam 4oz. LE-10 Bodyguard 10% side safety 0110310
2.1.36	Marijuana Field I.D. Kit by NIK public 0110333 Safety Inc. #6075
2.1.37	Blood Collection Kit by Tri Tech BA-2 0103638
2.1.38	Gunshot Residue Kit by Tri Tech Inc. GSR-1MCSO 0110324
2.1.39	Accessory Kit Sub Machine Gun for H&K MP5 0110311
2.1.40	Banner Guard 3" x 100' Yellow/BlkKit 0106099

("Sheriff's Line Do Not Cross")

2.1.41 Helmets-Premier Crown model #6006 with full head face shield, shell color: Tan Upper, Dark Brown Lower, Hi Trim, Rank band gold 0110249 med. 0110250 LG. 0110251 XLG. 0110252 JUMBO

- 2.1.42 Faceshield for Helmet model FS-3 **0110012**
- 2.1.43 Handcuffs, Standard key nickle finish Smith & Wesson MDL#100-350103(or equal)
- 2.1.44 Leg Irons, Peerless
- 2.1.45 Stun Device, Hand Held Nova Spirit #P-SD022 (or equal)
- 2.1.46 Holster, Stun Device Dutyman Nylon (or equal)
- 2.1.47 Flexcuffs, 21" Plastic cable ties 100/box
- 2.1.48 Baton, 24" side hand, w/spinning handle **0110326**

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a one (1) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of four (4), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE

3.3.1 INDEMNIFICATION

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, and the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.4 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.5 DELIVERY:

Delivery is required F.O.B. Destination, freight pre-paid within <u>fifteen</u> (15) days of receipt of Purchase Order, to any delivery location within Maricopa County. Bidder(s) shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

3.6 EXPEDITED DELIVERY:

In the event the County (Using Agency) determines that the delivery as stated in this Contract, is not acceptable on an "exception" basis, the Using Agency shall contact the successful Bidder to determine any additional costs associated with a specific delivery. The Contractor shall respond to the specific Using Agency via FAX or other acceptable documentation, stating the additional costs associated with this request.

The Using Agency shall not advise the Contractor to proceed with the specific shipment until the appropriate documentation is received. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the documentation offered by the Contractor. The Using Agency shall retain all documents related to these costs within the agency P.O. file, for audit purposes.

3.7 SHIPPING:

Bid prices shall be made F.O.B. destination to the Using Agency or Department within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

3.8 STOCK:

The successful Contractor shall be expected to stock sufficient quantities as may be necessary to meet the County's needs.

3.9 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall show the (1) name and address of the Contractor, (2) name and address of the County Agency, (3) County purchase order number, (4) description of material shipped, including item number, quantity, number of containers and package number, if applicable.

3.10 WARRANTY:

The minimum warranty period shall be <u>twelve</u> (12) months' parts and labor. Warranty replacement will be done at no additional charge of any nature to Maricopa County. The effective date on all warranties shall commence upon date of acceptance.

3.11 TESTING:

Unless otherwise specified, materials and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the contract. When deemed necessary, samples of supplies or materials will be taken at random form stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Contractor.

3.12 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designed shall qualify for consideration.

3.13 SAMPLES:

Bidders may be requested to furnish samples of items proposed for examination by the County. Any items so requested shall be furnished within $\underline{\text{ten}}$ (10) working days from date of request and furnished at $\underline{\text{no cost}}$ to the County and sent to the address designated in the Invitation for Bids.

3.14 WAREHOUSE/DISTRIBUTION CENTER:

Contractors shall have access to a warehouse/distribution center capable of providing the goods and/or services listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to assure compliance with terms and conditions of this Invitation for Bids.

3.15 PRODUCT DISCONTINUANCE:

In the event that a product and/or model is discontinued by the manufacturer, the County at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide the following:

- 3.15.1 Documentation from the manufacturer that the product or model has been discontinued.
- 3.15.2 Documentation that names the replacement product or model.
- 3.15.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original Invitation for Bid.

- 3.15.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 3.15.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

3.16 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid Purchase Order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$1,000.00**. No other request is valid.

3.17 MANUALS:

Comprehensive operational manual(s) and equipment service manual(s), including schematic diagrams, shall be provided by Contractor.

3.18 COMPLIANCE WITH SPECIFICATIONS:

The fact that a manufacturer chooses not to produce equipment or materials to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. Bidder/Proposer shall be required to offer equipment or materials, which meet the specifications, or is of equal or greater quality and functionality. Where equipment or materials are offered that are not identical to these contained in the specifications, but are believed to be of equal or greater quality and functionality, the bidder/proposer shall be required to note such deviation, detail why, in their opinion, the equipment or material is of equal or greater quality and functionality in terms of performance and reliability. Maricopa County shall be the final decision-maker as to whether the deviation is material and is of equal or greater quality and functionality. Maricopa County retains the sole discretion to waive deviation may be grounds for rejection of the entire bid.

3.19 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.20 ADDITIONAL PRICING:

Bidders are strongly encouraged to offer additional pricing for related items/products/components that are not specifically addressed as line items in this Invitation for Bids. Pricing offered should be noted on the pricing pages of the Bidder response in the format requested. One (1) set of catalogs/pricing documents shall accompany any additional pricing offered.

3.21 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Bidders without this capability may be considered non-responsive and not eligible for award consideration.

3.22 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card **or other procurement** card that may be used by the County from time to time, to place and make payment for orders under this Contract. Bidders without this capability may/shall be considered non-responsive and not eligible for award consideration.

3.23 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Purchase Card Process" has initiated changes **that are** intended to both improve and expedite the purchasing and payment process. In light of **these** efforts, Bidders are strongly encouraged to offer Maricopa County prompt payment discounts for this service and **take into consideration receipt of payment with seventy-two (72) hours from time of payment processing**. **Discounts offered** will be considered in the evaluation **price analysis process**.

Purchase Card Clarification.

Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program. The advantages of accepting the purchase card for payment are as follows.

- 1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
- 2. The vendor/contractor does not have to invoice Maricopa County.
- 3. The vendor/contractor does not have to carry that transaction in their account receivable.

Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

3.24 BIDDER REVIEW OF DOCUMENTS:

Bidder shall review their bid submission to assure the following documents are properly completed.

- 3.24.1 One (1) original of all submissions is MANDATORY
- 3.24.2 Pricing pages, MANDATORY
- 3.24.3 Copies of Catalogs/Pricing Documents (if required)
- 3.24.4 Vendor Information, MANDATORY
- 3.24.5 Agreement page, MANDATORY

3.25 INQUIRIES:

All inquiries concerning information contained herein shall be directed to:

Procurement Officer: Jim Higgins Department Of Materials Management

Telephone: (602) 506-3314

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 <u>CONTRACT TERMS AND CONDITIONS</u>:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the contract resulting from this Solicitation will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the Contract, if any person significantly involved in initiating,

negotiating, securing, drafting or creating the Contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the Contract arising as the result of the Contract.

4.9 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services to this Contract. Should a requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional products and/or services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 ASSIGNMENT OR SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.14 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Using Agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.16 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.17 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.18 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.19 SEVERABILITY:

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

4.20 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

4.21 GUARANTEE:

The materials and supplies called for herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

4.22 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Special Terms & Conditions. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.23 PRICE REDUCTIONS:

By submitting a Bid in response to this Invitation for Bids, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the Contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

- 4.23.1 Cancel the Contract, if it is currently in effect.
- 4.23.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.
- 4.23.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.24 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.25 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

ALL STATE POLICE EQUIPMENT PO BOX 40, CLAREMONT, CA 91711 CO INC, 2821 METROPOLITAN PL., POMONA, CA 91767 WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ___X_ NO ACCEPT PROCUREMENT CARD: ____ YES _ X NO REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ____ YES ___X_ NO _____ % REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card) INTERNET ORDERING CAPABILITY: ____ YES ___X_ NO _____ % DISCOUNT OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: __X_YES ____ NO C104002/C642015 PRICING: NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN. **ITEM** ANNUAL EST.QTY **PRICE** 48. Baton, 24" side hand, w/spinning handle 200 \$19.31 **18.75** Terms: NET 30 Federal Tax ID Number: 33-0470665 Telephone Number: 909/596-2470 800/582-2294 Fax Number: 909/596-3246 Contact Person: JEANNE SHINOGLE Vendor Number: 330470665 A

To cover the period ending March 31, 2002 2003.

Contract Period:

ARIZONA TACTICAL INC, 3828 N 28 TH	AVENUE, PHOENIX, AZ 850	017
WILLING TO ACCEPT FUTURE SOLICE	ITATIONS VIA EMAIL:	YESXNO
ACCEPT PROCUREMENT CARD:X	YES NO	
REBATE (CASH OR CREDIT) FOR UTIL (Payment shall be made within 48 hrs util		.RD: YESXNO % REBATE
INTERNET ORDERING CAPABILITY: _	YESXNO	% DISCOUNT
OTHER GOV'T. AGENCIES MAY USE T	HIS CONTRACT: _XYE	ESNO
C104002/C642015		
**	the purchase order and allow PRICES BID ARE F.O.B. DE	The percentage of sales/use tax red at time of payment. BIDDERS CERTIFY STINATION IN ACCORDANCE WITH THE
ITEM	ANNUAL EST.QTY	PRICE
45. Stun Device, Hand Held - Nova Spirit —#6010 (or equal)	152 each	<u>\$121.00</u>
46. Holster, Stun Device - Dutyman — Nylon (or equal)	30 pair	<u>\$ 12.00</u>
Terms:	<u>NET 30</u>	
Federal Tax ID Number:	86-0928201	
Telephone Number:	602/728-0900	
Fax Number:	602/728-0930	
Contact Person:	JEFF GREGORY	
Vendor Number:	860928201	
Company Web Site:	<u>www.aztac.com</u>	
Contract Period:	To cover the perio	od ending March 31, 2002.

ATD AMERICAN COMPANY, 135 GREENWOOD AVENUE, WYNCOTE, PA 19095-1396

WILLING TO ACCEPT FUTURE SOLICIT	ΓATIONS VIA EMAIL:	XYES	_NO
ACCEPT PROCUREMENT CARD:X_	_YESNO		
REBATE (CASH OR CREDIT) FOR UTILI (Payment shall be made within 48 hrs utilized)		RD: YE	ESX_NO% REBATE
INTERNET ORDERING CAPABILITY: _	_X_ YESNO	% DISCO	UNT
OTHER GOV'T. AGENCIES MAY USE TH	HIS CONTRACT:X_YE	ESNO	
C104002/C642015			
PRICING: NOTE: DO NOT INCLUDE SALES/USE applicable to this contract will be listed on BY SIGNING THIS AGREEMENT THAT ITERMS AND CONDITIONS SET FORTH	the purchase order and allow PRICES BID ARE F.O.B. DE	ed at time of p	payment. BIDDERS CERTIFY
ITEM	ANNUAL EST.QTY	PRICE	
7. Mouth Piece, Intoxilyzer 300 CMI #15057 250 / bag	50	\$0.18/ea	Brand: CMI # 015-057 Case Pack: 250/Bag
8. Mouth Piece, Intoxilyzer s-d2 CMI			C
#015030 250 / bag	50	\$0.16/ea	Brand: CMI # 015-030 Case Pack: 250/Bag
29. Pad fingerprint refills porelon Sirchie FPT-268a	164	<u>\$11.32/ea</u>	Brand: SIRCHIE # FPT-268A Case Pack: 12/Box
41. Helmets-Premier Crown model #6006 with full head face shield, shell color: Tan Upper, Dark Brown Lower, Hi Trim, Rank Band Gold	60 each		Brand: Premier Crown # 6006 ked 6 per case (Any combination of sizes) Available in sizes small to jumbo.
Terms:	NET 30		
Federal Tax ID Number:	23-1921196		
Telephone Number:	215/576-1000		
Fax Number:	215/576-1827		
Contact Person:	JOHN CLARK		
Vendor Number:	231921196		
Company Web Site:	www.atd.com		
E-mail Address:	american@atd.com		
Contract Period:	To cover the perio	od ending Ma i	rch 31, 2002 2003.

BOB BARKER COMPANY INC, P.O. BOX 429, FYQUARY-VARINA, NC 27526

WILLING TO ACCEPT FUTURE SOLICIT	ΓATIONS VIA EMAIL:X	YESNO
ACCEPT PROCUREMENT CARD:X_	_ YES NO	
REBATE (CASH OR CREDIT) FOR UTILL (Payment shall be made within 48 hrs utilized)		RD: YESXNO % REBATE
INTERNET ORDERING CAPABILITY: _	_XYESNO	% DISCOUNT
OTHER GOV'T. AGENCIES MAY USE TH	HIS CONTRACT:X_YES	SNO
C104002/C642015		
	the purchase order and allowe PRICES BID ARE F.O.B. DES	The percentage of sales/use tax ed at time of payment. BIDDERS CERTIFY TINATION IN ACCORDANCE WITH THE
ITEM	ANNUAL EST.QTY	PRICE
47. Flexcuffs, 21" Plastic cable	<u>\$</u>	20.00/per box of 100 flexcuffs
48. Baton, 24" side hand, w/spinning hand	le 200	\$20.00/per box of 100 flexcuffs
Terms:	NET 30	
Federal Tax ID Number:	56-1558062	
Telephone Number:	800/334-9880 X430	
Fax Number:	800/322-7537	
Contact Person:	TODD BATCHELO	OR .
Vendor Number:	561558062	
Company Web Site:	www.bobbarker.com	
E-mail Address:	toddbatchelor@bobbarker.c	com
Contract Period:	To cover the period	d ending March 31, 2002 2003.

COMBAT CARTRIDGE INC, P.O. BOX 469, OVERGAARD, AZ 85933

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YESX_ NO
ACCEPT PROCUREMENT CARD:X_ YES NO
REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:XYESNO2 % REBATE (Payment shall be made within 48 hrs utilizing the Purchasing Card)
INTERNET ORDERING CAPABILITY: YESX_ NO % DISCOUNT
OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:X_YESNO

C104002/C642015

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

ITEM	ANNUAL EST.QTY	PRICE		
13. Brush for .30 caliber #91980 or #41980	60	<u>\$ 0.54</u>		
14. Brush, cleaning .22, 221, 223, 224 cal rifle outers #384-22	60	\$ 0.54		
15. Brush, cleaning 12 gauge shotgun, bronze	36	\$ 0.64		
16. Brush, cleaning 38 cal pistol, bronze	94	<u>\$ 0.54</u>		
17. Brush, cleaning 45 cal pistol #30-4310 bronze	121	<u>\$ 0.54</u>		
21. Gun scrubber - Birchwood, Casey 16 oz. GSA16	300	<u>\$ 4.60</u>		
27. Rod cleaning, 12 gauge shotgun, #BP 608	100	<u>\$ 5.97</u>		
33. Pepper Spray 4oz. Bodyguard 5% cop top	800	<u>\$ 6.45</u>		
34. Pepper Foam 3oz. LE-10 Bodyguard 10% side saf	Sety 2	25		\$ 5.72
35. Pepper Foam 4oz. LE-10 Bodyguard 10% side saf	ty	800	<u>\$ 6.45</u>	

COMBAT CARTRIDGE INC, P.O. BOX 469, OVERGAARD, AZ 85933

Terms: 2% 10 Days NET 30

Federal Tax ID Number: 86-0498176

Telephone Number: 520/535-5615

Fax Number: 520/535-5615

Contact Person: ELLEEN GUGY

Vendor Number: 860498176

Contract Period: To cover the period ending March 31, 2002 2003.

INTOXIMETERS INC, 8110 LACKLAND ROAD, ST LOUIS, MO 63114

WILLING TO ACCEPT FUTURE SOLICIT	TATIONS VIA EMAIL:>	X_YESNO
ACCEPT PROCUREMENT CARD:X_	YESNO	
REBATE (CASH OR CREDIT) FOR UTILL (Payment shall be made within 48 hrs utilized)		RD: YESXNO % REBATE
INTERNET ORDERING CAPABILITY: _	YESXNO	% DISCOUNT
OTHER GOV'T. AGENCIES MAY USE TH	HIS CONTRACT:YES	XNO
C104002/C642015		
	the purchase order and allow PRICES BID ARE F.O.B. DE	The percentage of sales/use tax ed at time of payment. BIDDERS CERTIFY STINATION IN ACCORDANCE WITH THE
ITEM	ANNUAL EST.QTY	PRICE
4. Intoximeter mouth piece for Alco-Sensor	r III 1,587 each	\$0.20 each* see attached page 2-A
5. Mini Alco cans and valves for Alco-Sen	asor III 10 each	<u>\$31.00</u> each
6. Mouthpiece for Alco-Sensor 4	1,587 each	\$0.20 each* see attached page 2-A
Terms:	NET 30	
Federal Tax ID Number:	43-0906533	
Telephone Number:	314/429-4000	
Fax Number:	314/429-4170	
Contact Person:	BETYE BAILEY	
Vendor Number:	430906533	
Company Web Site:	www.intox.com	
E-mail Address:	betye@intox.com	
Contract Period:	To cover the period	od ending March 31 , 2002 2003 .

NEW YORK POLICE SUPPLY INC, 1460 RIDGE ROAD EAST, ROCHESTER, NY 14621

WILLING TO ACCEPT FUTURE SOLICITA	ATIONS VIA EMAIL:	_YES _X_ NO
ACCEPT PROCUREMENT CARD: Y	ESX_ NO	
REBATE (CASH OR CREDIT) FOR UTILIZ (Payment shall be made within 48 hrs utilizing)		RD: % REBATE
INTERNET ORDERING CAPABILITY:	YESNOX_	% DISCOUNT
OTHER GOV'T. AGENCIES MAY USE THI	S CONTRACT: _XYE	ESNO
C104002/C642015		
PRICING: NOTE: DO NOT INCLUDE SALES/USE TA applicable to this contract will be listed on th BY SIGNING THIS AGREEMENT THAT PR TERMS AND CONDITIONS SET FORTH HI	e purchase order and allow NICES BID ARE F.O.B. DE	yed at time of payment. BIDDERS CERTIFY
ITEM	ANNUAL EST.QTY	PRICE
9. Patch, cleaning shotgun 16-12 gauge, 50/p 50/pkg	60	\$9.12/pkg. As an alternate, we can offer a package of 500 Patches
10. Patch, cleaning 38 cal pistol, 75/pkg 75/pkg	69	\$ 1.44 /pkg. As an alternate, we can offer a package of 125 Patches
11. Patch for .30 caliber 2"x2", #125	60	\$1.44 /bag. We can offer a bag of 130 patches
12. Patch for .22 caliber #92317	60	\$1.44 /bag We can offer a bag of 200 patches
20. Oil, Gun 3oz. Can Hoppes (or equal) Hoppes-squeeze bottle #1003	52	<u>\$ 1.62</u> /ea
21. Gun scrubber - Birchwood, Casey — 16 oz. GSA16	300	<u>\$ 5.98</u> /ea
22. Bore cleaner and conditioner 4oz. Hoppes #9	65	<u>\$ 3.27</u> /ea
24. Rod cleaning, pistol .45 cal Cleanbore KL0P106	22	<u>\$ 2.94</u> /ea
25. Rod cleaning, .223 rifle Cleanbore KLS170(a 3 piece rod)	25	<u>\$ 4.62</u> /ea
26. Rod cleaning, .38 cal pistol #BP604 Cleanbore KL0P106	15	<u>\$ 2.94</u> /ea
32. Roller Fingerprint by Sirchie 2" roller AFPT 262	48	<u>\$ 8.31</u> /ea
1000 40. Ranner Guard 3'' v 100 Vellow/RikKit	250	\$ 6.95

("Sheriff's Line Do Not Cross")

NEW YORK POLICE SUPPLY INC, 1460 RIDGE ROAD EAST, ROCHESTER, NY 14621

Terms: NET 30

Federal Tax ID Number: 16-1301974

Telephone Number: 800/262-2832

Fax Number: 716/467-2870

Contact Person: PHYLLIS BLOOM

Vendor Number: 161301974

Contract Period: To cover the period ending March 31, 2002 2003.

SAN DIEGO POLICE EQUIPMENT COMPANY INC, 8205 A RONSON ROAD, SAN DIEGO, CA 92111

WILLING TO ACCEPT FUTURE SOLICIT	TATIONS VIA EMAIL:	X_YESNO
ACCEPT PROCUREMENT CARD:X_	_YESNO	
REBATE (CASH OR CREDIT) FOR UTILI (Payment shall be made within 48 hrs utiliz		RD: YESXNO % REBATE
INTERNET ORDERING CAPABILITY: _	YESX_NO	% DISCOUNT
OTHER GOV'T. AGENCIES MAY USE TH	HIS CONTRACT:YES	XNO
C104002/C642015		
	the purchase order and allow PRICES BID ARE F.O.B. DE	The percentage of sales/use tax red at time of payment. BIDDERS CERTIFY STINATION IN ACCORDANCE WITH THE
ITEM	ANNUAL EST.QTY	PRICE
1. Intoxilyzer evidence cards #1050-12 for #1050-12 for Intoxilyzer 5,000 series w/the Arizona package	e 99 each	\$20.69 /per 100
2. Intoxilyzer mouth piece lg - disposable CMI, 015007	81 each	<u>\$21.58</u> /per 100
3. Intoxilyzer printer card for 4011 CMI, 15008 * Bidding CMI-15068	25 each	<u>\$20.69</u> /per 100
Terms:	NET 30	
Federal Tax ID Number:	33-0713803	
Telephone Number:	800/367-8989	
Fax Number:	858/974-8530	
Contact Person:	DOUG MACKINI	LAY
Vendor Number:	330713803	
E-mail Address:	tinzo@aol.com	
Contract Period:	To cover the perio	od ending March 31 , 2002 2003 .

SIRCHIE FINGER PRINT LABORATORIES INC, 100 HUNTER PLACE, YOUNGSVILLE, NC 27596

WILLING TO ACCEPT FUTURE SOLICIT	TATIONS VIA EMAIL:	X_YESNO
ACCEPT PROCUREMENT CARD:X_	YESNO	
REBATE (CASH OR CREDIT) FOR UTILI (Payment shall be made within 48 hrs utilized)		RD: YESXNO % REBATE
INTERNET ORDERING CAPABILITY: _	_X_ YESNO	% DISCOUNT
OTHER GOVT. AGENCIES MAY USE TH	HIS CONTRACT:YES	_X NO
C104002/C642015		
	the purchase order and allow PRICES BID ARE F.O.B. DE	The percentage of sales/use tax red at time of payment. BIDDERS CERTIFY STINATION IN ACCORDANCE WITH THE
ITEM	ANNUAL EST.QTY	PRICE
30. Finger print slicks "Retabs" LE-42 Identicator 500/pkg	56	<u>\$16.80</u> /per 500 Sirchie Brand FPT108R
31. Fingerprint ink #231 T Sirchie 4 oz. tube	e 109	<u>\$ 4.88</u> /ea
36. Marijuana Field i.d. Kit by NIK public #	#6075 40 <u>\$12.00</u> /per Box of	10 Sirchie # NARK 2005
Terms:	NET 30	
Federal Tax ID Number:	21-0692770	
Telephone Number:	919/554-2244 or 800/356-73	11
Fax Number:	919/554-2266 or 800/899-813	81
Contact Person:	WES BUNTING o	or SCOTT CARRINGTON
Vendor Number:	210692770	
Company Web Site:	www.sirchie.com	
E-mail Address:	sirchie@mindspring.com	
Contract Period:	To cover the perio	od ending March 31 , 2002 2003 .

TRI-TECH INC, 4019 EXECUTIVE PARK BLVD. SE, SOUTHPORT, NC 27461

WILLING TO ACCEPT FUTURE SOLICIT	TATIONS VIA EMAIL:>	XYESN	0
ACCEPT PROCUREMENT CARD:X_	_YESNO		
REBATE (CASH OR CREDIT) FOR UTILI (Payment shall be made within 48 hrs utiliz		RD:YES _	_X_NO% REBATE
INTERNET ORDERING CAPABILITY: _	_X_ YESNO0	O % DISCOUNT	Γ
OTHER GOV'T. AGENCIES MAY USE TH	HIS CONTRACT:X_YE	SNO	
C104002/C642015			
PRICING: NOTE: DO NOT INCLUDE SALES/USE applicable to this contract will be listed on BY SIGNING THIS AGREEMENT THAT ITERMS AND CONDITIONS SET FORTH ITERMS AN	the purchase order and allow PRICES BID ARE F.O.B. DE	ed at time of paym	nent. BIDDERS CERTIFY
ITEM	ANNUAL EST.QTY	PRICE	
37. Blood Collection Kit by Tri-Tech BA-2 Public Safety Inc.	550	\$ 3.22 /each	
38. Gunshot Residue Kit by Tri Tech Inc. G * Alternative GSR-SEM©	SR-1MCSO 110	110 <u>\$ 7.92</u> /each	<u>\$ 8.43</u> /each
Terms:	NET 30		
Federal Tax ID Number:	58-1531764		
Telephone Number:	910/457-6600		
Fax Number:	910/457-0094		
Contact Person:	JAY W. WALKER	₹	
Vendor Number:	581531764		
Company Web Site:	www.tritechusa.com		
E-mail Address:	tritech@tritechusa.com		
Contract Period:	To cover the perio	od ending March 3	31, 2002 2003 .

UNIVERSAL POLICE SUPPLY CO, 2090 E UNIVERSITY DRIVE #111, TEMPE, AZ 85281

WILLING TO ACCEPT FUTURE SOLICIT	ATIONS VIA EMAIL:	_YESX_NO
ACCEPT PROCUREMENT CARD:X_	YESNO	
REBATE (CASH OR CREDIT) FOR UTILIZ (Payment shall be made within 48 hrs utilizi		RD: YESXNO % REBATE
INTERNET ORDERING CAPABILITY:	YESXNO	% DISCOUNT
OTHER GOVT. AGENCIES MAY USE TH	IS CONTRACT: _X_YES	NO
C104002/C642015		
	ne purchase order and allow RICES BID ARE F.O.B. DES	The percentage of sales/use tax ed at time of payment. BIDDERS CERTIFY STINATION IN ACCORDANCE WITH THE
ITEM	ANNUAL EST.QTY	PRICE
28. Pad finger print holder Sirchie FPT-268	60	<u>\$16.07</u> /ea
43. Handcuffs, Standard key nickle finish – Smith & Wesson MDL#100-350103(or equ	al) 60 pair	<u>\$18.11</u> /ea peerless #6502
44. Leg Irons, Peerless	30 pair	<u>\$31.10</u> /ea
Terms:	NET 30	
Federal Tax ID Number:	86-0510554	
Telephone Number:	480/968-2118	
Fax Number:	480/968-3449	
Contact Person:	PETE WAGNER	
Vendor Number:	860510554	
E-mail Address:	upsaz@nis4u.com	
Contract Period:	To cover the perio	od ending March 31 , 2002 2003 .